

## ARTICLE 6 - FAIR SHARE/DUES AND PAYROLL DEDUCTIONS

(bargaining note: Changes From August 2018 MOU)

- A. ~~The City and Association agree to a "Fair Share" agreement for all employees covered by this Agreement.~~
- B. The City and Association recognize that the Association is required to represent every employee covered by this Agreement, making each such employee a recipient of the Association's services.
- C. All employees covered under the terms of this Agreement may voluntarily join the Association as a member. The City agrees to deduct each month the dues, fees, costs, charges, assessments, and voluntary payments in the amounts determined by the Association from the compensation of those employees who individually authorize such deductions in writing to the City. Such authorization shall be terminable upon such notice as is specified in the authorization.

The Association shall certify to the City the amount of dues, fess costs, charges, assessments, and voluntary payments approved by the members of the Association. The aggregate deduction shall be remitted to the Association monthly, no later than ten (10) days after the payday on which the employee deductions are made.

The City will not be held liable for check-off errors but will make proper adjustments with the Association for check off errors as soon as it is practicable. (from below)

The Association will indemnify and save the City harmless from all suits, actions, and claims against the City or persons acting on behalf of the City whether for damages, compensation or any combination thereof, arising out of the City's faithful compliance with the terms of this Article. In the event of any suit or proceeding brought to invalidate this Article, the Association will actively defend the suit or proceeding. In the event any determination is made by the highest court having jurisdiction that this Article is invalid, the Association shall be solely responsible for any reimbursement.

~~The Association has certified to the City that a vote for this "Fair Share" agreement has been conducted amongst the employees covered by this Agreement, and that a majority of those voting have voted in favor of this "Fair Share" agreement. Employees covered by this Agreement who are not a member or choose not to remain a member of the~~

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~~Association shall proportionately and fairly share in the cost of collective bargaining by the Association.~~

~~The amount of "Fair Share in lieu of dues" to be paid by non-members of the Association shall be equivalent to the amount of dues uniformly required of each member of the Association.~~

- ~~D. The Association shall certify to the City the amount of dues approved by the members of the Association. (moved above) The City agrees it will deduct from each employee's monthly wages a Association member's dues and non members "Fair Share in lieu of dues." The monthly deduction of dues and "Fair Share in lieu of dues" shall be remitted monthly to the Treasurer of the Association.~~

~~Employees who are members of the Association shall execute a written authorization authorizing the City to deduct monthly dues from the employee's wages. A copy of the written authorization shall be provided to the City by the Association. (note: concept moved to above)~~

- ~~E. Any individual employee objecting to payment of "Fair Share in lieu of dues" on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, will inform the City and the Association of the objection. The employee will meet with representatives of the City and Association and establish a mutual, satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Association membership dues to a non-religious charity.~~

- ~~F. The City, when so authorized and directed in writing by an employee member of the Association on the authorization form provided by the City, will deduct Association initiation fees and Association dues from the wages of such employee. The amount to be deducted shall be certified in writing to the City by the Association. The aggregate deduction shall be remitted to the Association monthly, no later than ten (10) days after the payday on which the employee deductions are made. (note: moved above) The Association shall give the City thirty (30) days' notice of any change in the amount to be deducted for an Association member's dues and non members "Fair Share in lieu of dues."~~

- ~~G. The City will not be held liable for check off errors, nor will the City assume any liability for the amount or disposition of "Fair Share" but will make proper adjustments with the Association for check off errors as soon as it is practicable.~~

- ~~H. The City and Union agree to a "Fair Share" agreement for all employees covered by this Agreement.~~

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## ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURES

- A. Grievance. A grievance, for the purpose of this Agreement, is defined as a dispute regarding the meaning of or interpretation of a particular clause of this Agreement, or regarding an alleged violation of this Agreement.

### STEP I

#### Informal

The grievant will first discuss the grievance with the grievant's immediate supervisor prior to formally submitting the grievance in writing.

#### Formal

If the issue is not resolved at the informal level, the grievant shall submit the grievance in writing to their ~~his/her~~ immediate supervisor within twenty-one (21) calendar days of the date the grievant knows or should have known of the alleged grievance. The notice grievance shall include:

1. A statement of the grievance and the relevant facts;
2. The provision(s) of the Agreement allegedly violated; and
3. The remedy sought.

The supervisor shall respond to the grievant in writing within ten (10) calendar days of receipt.

### STEP II

If the grievance is not resolved at Step I, the grievant shall submit the grievance in writing to the Police Chief within ten (10) calendar days of the day the immediate supervisor's response is received or is due. Within ten (10) calendar days of receipt, the Police Chief shall respond to the grievance in writing.

### STEP III

If the grievance is not resolved at Step II, the grievant shall submit the grievance in writing to the City Manager within ten (10) calendar days from the date Step II's answer is received or is due. The City Manager or his/her designee shall respond to the grievant in writing within ten (10) calendar days from the date the written notice of grievance is submitted to the City Manager.

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#### STEP IV

Mediation: If the Association is not satisfied with the decision provided by the City Manager at Step III, the Association will submit the grievance to mediation within fourteen (14) calendar days from either the City Manager's response or fourteen (14) calendar days from the due date of the response. The parties may mutually agree to a local mediator or use a mediator provided by the Employment Relations Board. Parties agree to share the cost of the mediator. Unless otherwise agreed by the parties, the period for mediation will be limited to 120 days, starting from timely notice of mediation by the moving party. The parties must meet at least one time and agree to meet in good faith to resolve the dispute. Termination cases are not subject to the mediation process and may move to the next step. The parties may mutually agree to forego mediation.

#### STEP V

If the grievance is not resolved at Step IV or Step III for termination cases, the Union shall submit a written request to the City Manager, within ten (10) calendar days from the conclusion date of mediation or the date Step III's answer is received in a termination case, stating their desire to invoke the arbitration procedure.

#### B. Arbitration:

1. After the grievance has been so submitted, the parties or their representative shall either singularly or jointly request from the State Employment Relations Board a list of seven (7) arbitrators who reside or maintain an office in Oregon/Washington. The parties shall select an arbitrator from the list by mutually agreeing to an arbitrator or by alternatively striking names. The parties shall, by lot, determine which part shall strike the first name objectionable to it.

The final name on the list shall be the arbitrator. The arbitrator's decision shall be final and binding. The arbitrator shall be asked to submit the award within thirty (30) calendar days from the date of the hearing or the submission of briefs by the parties, whichever is later.

2. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted to the arbitrator in writing by the City and Union, and shall have no authority to make a decision on any other issue not so submitted.

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3. The cost of the arbitrator shall be borne by the losing party as determined by the Arbiter. Each party shall bear the cost of presenting its own case.

C. Rules:

Rules governing the grievance procedure shall be as follows:

1. It shall be the goal of the parties in the grievance procedure to resolve grievances at the lowest possible step.
2. Any time limit specified in the grievance procedure may be waived by mutual written consent of both parties.
3. Failure by the City to submit a reply within the time limits specified in the Agreement will allow the matter to be advanced by the Association to the next step in the procedure. Arbitration shall not be invoked unless and until both parties are fully aware in writing.
4. Failure of an employee to submit a grievance in accordance with the time limits specified herein shall constitute an abandonment of the grievance.

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## ARTICLE 12 - NON DISCRIMINATION

- A. Employee Rights. Employees shall have the right to join and participate in the activities of the Union for the purpose of representation on matters of employee relations. Employees shall have the right to refuse to join or participate in the activities of the Union. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Union or its members because of the exercise of these rights.
- B. Non-Discrimination. The provisions of this Agreement shall be applied equally to all members in the bargaining unit without discrimination as to age, marital status, sex, disability, race, color, creed, religion, national origin, union affiliation, political affiliation or other protected status or protected activity in accordance with applicable law, and as negotiated in this agreement.
- C. Gender Reference. All references to employees or officers in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees. *(bargaining note: City seeks to use word "employee" or other as appropriate)*
- D. Alleged Violations. ~~In the event an employee elects to file a statutory claim of employment discrimination, including harassment prohibited by the employment discrimination laws, he/she is precluded from pursuing a claim of discrimination under the grievance and arbitration procedures set forth in Article 10. If the statutory claim is filed after a grievance is filed, the grievance shall proceed no further and shall not be subject to arbitration.~~ *(bargaining note: PSU case, no longer valid provision)*
- E. Cooperation in Processing Complaints. In the event a discrimination complaint is made against either party to this Agreement, the parties agree to cooperate with each other by providing information relative to the complaint. Neither the City nor the Union, by entering into this Agreement, will prevent any employee from presenting a claim of alleged discrimination.

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## ARTICLE 24 - PUBLIC EMPLOYEES RETIREMENT SYSTEM

The City agrees to participate in the Oregon State Public Employees Retirement System (PERS) to pay the City's amount required into each employee's PERS or OPSRP account. The City shall "pick up," assume and pay a six percent (6%) average employee contribution to the Public Employees Retirement Fund for the employee members then participating in the Public Employees Retirement System as authorized by PERS/OPSRP statutes and regulations, under ORS 238.205. Such "pick up" or payment of employee member monthly contributions to the system shall continue for the life of this Agreement. The full amount of required employee contributions "pick up" or paid by the City or behalf of the employees pursuant to this Agreement shall be considered as "salary" within the meaning of PERS/OPSRP statutes and regulations, ORS 238.005 (8) for the purposes of computing an employee member's "final average salary" but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to PERS/OPSRP statutes and regulations, ORS 238.200 to 238.220. Such "picked up" or paid employee contributions shall be credited to the employee accounts pursuant to PERS/OPSRP statutes and regulations, ORS 238.200 and shall be considered to be employee contributions. ~~for the purpose of ORS 238.005 to 238.480.~~ *(PERS actually has two statutes: ORS 238 and 238A. The latter is for OPSRP)*

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## ARTICLE 27 - SLEEP DEPRIVATION AND/OR FATIGUE

The City and the Union recognize that an employee who is overly fatigued from the lack of sleep is not physically or mentally alert enough to work in the field. The City and the Union also recognize that officers, particularly officers assigned to the First Shift (graveyard shift), are subject to circumstances that reduce the officer's ability to get adequate sleep in preparation for working the officer's next shift. These circumstances include court appearances, DMV and/or other administrative hearings, required training or requested meetings with other criminal justice agencies.

In such cases, if an officer has not received at least ten (10) hours off work between their ~~his/her~~ regular shift and other work-related activity (e.g., court appearances, etc.) and feels overly fatigue:

1. The officer can request to not work their ~~his/her~~ next shift due to fatigue because of inadequate sleep due to conditions or circumstances beyond his/her control.
2. Such officers will be required to submit a Leave Request form and can use any of their ~~his/her~~ accrued time-off benefits, including sick leave.
3. Such leave will be granted, if the employee would be required to report for work with less than ten (10) hours off between their ~~his/her~~ regular shift and is fatigued, even if it required overtime by another employee.

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